



**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES**

**APPENDIX B  
STATEMENT OF WORK  
LONG-TERM CARE OMBUDSMAN (LTCO)  
PROGRAM SERVICES  
FY 2014 - 2018**

## **TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
1.0	SCOPE OF WORK.....	3
2.0	BACKGROUND INFORMATION.....	5
3.0	ELIGIBILITY CRITERIA.....	6
4.0	SPECIFIC TASKS AND REQUIREMENTS .....	7
5.0	ADDITIONAL REQUIREMENTS .....	21
6.0	CONTRACTOR PERSONNEL .....	22
7.0	FISCAL.....	28
8.0	PROGRAM PERFORMANCE/REALLOCATION OF FUNDS .....	34
9.0	REPORTS, DOCUMENTATION AND DIRECT DATA ENTRY .....	35
10.0	CUSTOMER SATISFACTION SURVEYS .....	37
11.0	QUALITY CONTROL PLAN .....	37
12.0	INFORMATION TECHNOLOGY SYSTEM (ITS) REQUIREMENTS .....	38
13.0	UNUSUAL OCCURRENCES OR CRIME .....	40
14.0	EMERGENCY AND DISASTER PREPAREDNESS.....	41
15.0	LICENSES AND CERTIFICATIONS .....	41
16.0	TRAINING .....	42
17.0	COLLABORATIONS.....	43
18.0	LOCATION OF SERVICE AND HOURS OF OPERATION .....	45
19.0	MULTIPURPOSE SENIOR CENTERS .....	47
20.0	GREEN INITIATIVES .....	48
21.0	CONTRACT DOCUMENT DELIVERABLES .....	48
22.0	OTHER PROVISIONS.....	53
23.0	PROGRAM ASSURANCES .....	55

## 1.0 SCOPE OF WORK

- 1.1 The scope of work outlines the services required to operate the Long-Term Care Ombudsman Program (hereafter “LTCO Program” or “Program”) and provide LTCO Program Services (hereafter “Program Services” or “Services”) to eligible Clients as mandated by the following:
  - 1.1.1 Older Americans Act of 1965, as amended, Title 42 United States Code Section 3001 et seq. (hereafter “OAA”) , which includes the following Program-specific regulations:
    - 1.1.1.1 OAA Title III (Grants for State and Community Programs on Aging) Part B (Supportive Services and Senior Centers)
    - 1.1.1.2 OAA Title VII (Allotments for Vulnerable Elder Rights Protection Activities) Subtitle A (State Provisions) Chapter 2 (Ombudsman Programs)
    - 1.1.1.3 OAA Title VII (Allotment for Vulnerable Elder Rights Protection Activities) Subtitle A (State Provisions) Chapter 3 (Programs for Prevention of Elder Abuse, Neglect, and Exploitation)
  - 1.1.2 Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq. (hereafter “OCA”)
  - 1.1.3 Title 22 California Code of Regulations Section 7000 et seq.
  - 1.1.4 Long-Term Care, Health, Safety, and Security Act of 1973, (California Health and Safety Code Section 1417 et seq.), which authorizes the Long Term Care Facility Citation Penalty Account - Special Deposit Fund (hereafter “Special Deposit Fund” or “SDF”)
  - 1.1.5 Medical Long Term Care Reimbursement Act (California Welfare and Institutions Code Section 14126 et seq.), which authorizes Skilled Nursing Facility Quality and Accountability Fund
  - 1.1.6 LTCO Program Memoranda/Directives issued by the California Department of Aging (CDA) through its Office of the State Long-Term Care Ombudsman (OSLTCO)
  - 1.1.7 LTCO Program Memoranda/Directives issued by County of Los Angeles Community and Senior Services (County)

- 1.2 LTCO Program Services shall include the following tasks, which protect the health, safety, welfare and rights of Clients:
  - 1.2.1 Core Ombudsman Program Tasks (Contractor shall provide all tasks):
    - 1.2.1.1 Resident-Level Advocacy – Complaint Resolution
    - 1.2.1.2 Resident-Level Advocacy – Information and Consultation to Individuals
    - 1.2.1.3 Facility Monitoring/Coverage, Long Term Care (LTC) Facility Consultation and Training, and Establishment of an On-Going Presence
  - 1.2.2 Elder Abuse Prevention Program Tasks (Contractor shall provide one or more of the service category tasks below):
    - 1.2.2.1 Public Education Sessions
    - 1.2.2.2 Training Sessions for Professionals
    - 1.2.2.3 Training Sessions for Caregivers Served by OAA Title III E
    - 1.2.2.4 Development of Coordinated System to Respond to Elder Abuse
    - 1.2.2.5 Distribution of Educational Materials
    - 1.2.2.6 Development of Educational Products
  - 1.2.3 Supplemental Ombudsman Program Tasks (Contractor shall provide all tasks):
    - 1.2.3.1 Staff and Volunteer Recruitment/Retention
    - 1.2.3.2 Staff and Volunteer Training
    - 1.2.3.3 Augmentation of LTCO Program Services
    - 1.2.3.4 As resources and program priorities allow, the local LTCO Program will attend Citation Review Conferences to advocate for residents when requested.

## **2.0 BACKGROUND INFORMATION**

- 2.1 The OSLTCO has been established and is operated by the CDA to carry out the State Long-Term Care Ombudsman Program.
- 2.2 The LTCO Program was established by the OAA and OCA for the primary purpose of investigating and resolving complaints made by or on behalf of Clients of LTC Facilities. These Facilities include skilled nursing facilities, distinct part facilities, residential care facilities for the elderly, intermediate care facilities and similar adult care facilities (refer to Appendix B, Statement of Work, Sub-paragraph 2.3, Types of Long-Term Care Facilities for descriptions of these facilities). The intent of the LTCO Program is to advocate for the rights of Clients residing in LTC Facilities, to work to resolve Clients' problems with care and to bring about changes at the local, State and national levels to ultimately improve care for all facility residents. The LTCO Program also promotes policies and practices needed to protect and improve the quality of care and life of the Clients in LTC Facilities and educate consumers (including Clients, their family members and friends) and providers about Clients' rights and good care practices. A primary goal of the LTCO Program is to use volunteers and volunteer programs to assist and advocate for the dignity, quality-of-life and quality-of-care for Clients in LTC Facilities.

### **2.3 TYPES OF LONG-TERM CARE (LTC) FACILITIES**

- 2.3.1 Skilled Nursing Facilities (SNFs): These Facilities provide 24-hour skilled nursing care, related services or rehabilitative services on an extended basis for the injured, disabled or sick individuals.
- 2.3.2 Distinct Part Facilities: These Facilities provide skilled nursing and rehabilitative services on a 24-hour basis for individuals in an acute hospital setting for a short time, generally a maximum of three weeks.
- 2.3.3 Residential Care Facilities for the Elderly (RCFEs): These Facilities provide non-medical care and supervision for individuals sixty (60) years of age or older who may need assistance with activities of daily living (ADLs).
- 2.3.4 Intermediate Care Facilities: These Facilities provide in-patient care to ambulatory or non-ambulatory patients who have recurring need for skilled nursing supervision and need supportive care, but who do not require availability of continuous skilled nursing care.

- 2.3.5 Other adult care facilities similar to those provided in this Appendix B, Statement of Work, Sub-paragraphs 2.3.1 through 2.3.4.

### **3.0 ELIGIBILITY CRITERIA**

- 3.1 The U.S. Department of Health and Human Services (HHS), Administration for Community Living (ACL) determines the criteria for the LTCO Program eligibility. The criteria are based on the current guidelines of the OAA. The guidelines may be enhanced based on California State regulations and Los Angeles County policies. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, Contractor shall only provide LTCO Program Services to Clients of LTC Facilities.
- 3.2 Contractor shall ensure that in providing the LTCO Program Services to Clients, Contractor shall address the underserved populations of older individuals with greatest economic/social needs such as older individuals living in rural locations, older individuals in minority populations or low-income older individuals (refer to Appendix A, Sample Contract, Paragraph 2.0 Definitions).
- 3.3 A person is eligible to be a Client, and receive LTCO Program Services if he/she resides in a LTC Facility and meets one of the two eligible Client criteria listed below.
- 3.3.1 Senior Client: An older individual regardless of his/her socio-economic status, who resides in a LTC Facility (i.e., skilled nursing facilities, distinct part SNFs, residential care facilities for the elderly, intermediate care facilities and other adult care facilities similar to these facilities) located in Los Angeles County (excluding the city of Los Angeles). An older individual is defined as a person who is sixty (60) years of age or older.
- 3.3.2 Non-Senior Client: An individual who is under sixty (60) years of age and meets both of the following conditions:
- 3.3.2.1 A majority of the residents of the Facility where the younger individual resides are over the age of sixty (60) years.
- 3.3.2.2 LTCO Program Services provided to the younger individual will not weaken or decrease LTCO Program Services provided to older individuals covered by the OAA (policy of the Office of Elder Rights Protection, Administration for Community Living (ACL), April 16, 2012).

## **4.0 SPECIFIC TASKS AND REQUIREMENTS**

### **4.1 GUIDELINES AND GENERAL REQUIREMENTS**

- 4.1.1 The following guidelines establish the tasks and standards for the provision of LTCO Program Services that are required by the LTCO Program. The task is defined as the service or benefit provided to the Client that meets the LTCO Program guidelines (refer to Appendix A, Contract, Paragraph 2.0 Definitions). Contractor shall fulfill the tasks outlined below and payment to Contractor shall be based upon meeting these requirements.
- 4.1.2 Contractor must collaborate with other Los Angeles County LTCO Program Contractors and other Los Angeles County Area Agency on Aging (AAA) funded Contractors and community organizations in order to ensure comprehensive and coordinated service delivery and to prevent duplication of LTCO Program Services.

### **4.2 CORE OMBUDSMAN PROGRAM SERVICES**

- 4.2.1 Contractor shall use OAA Title III B and OAA Title VII funding to provide the tasks described in this Appendix B, Statement of Work, Sub-paragraphs 4.2.2 through 4.2.9.
- 4.2.2 Resident-Level Advocacy – Complaint Resolution
  - 4.2.2.1 Contractor shall receive, identify, investigate and resolve complaints made by or on behalf of Client that relate to the action, inaction or decisions adversely affecting the health, safety, welfare or rights of a Client and shall be consistent with the policies and procedures established by OSLTCO. Said complaints include, but are not limited to, any of the following situations:
    - 4.2.2.1.1 Abuse of Client, including physical, sexual, fiduciary, emotional, verbal and/or psychological abuse.
    - 4.2.2.1.2 Financial abuse of Client including exploitation, mishandling of Client's accounts/property, theft, etc.
    - 4.2.2.1.3 Failure to administer medication to Client in a manner consistent with Client's physician's orders.

- 4.2.2.1.4 Client does not receive adequate care, nutritionally balanced meals, or fluids in a manner consistent with Client's plan of care (which is developed by a team consisting of Client, his/her family or legal representative, Client's physician and Facility staff).
- 4.2.2.1.5 Client's rights are violated.
- 4.2.2.1.6 Client's calls or requests for assistance from Facility staff are not addressed.
- 4.2.2.1.7 Client is abandoned, isolated or neglected.
- 4.2.2.1.8 Client has conflicts with the LTC Facility caretakers or other residents.
- 4.2.2.2 Complaint Management System (CMS) – Contractor shall utilize the National Ombudsman Reporting System (NORS) to collect and analyze data relating to complaints and conditions in LTC Facilities. Contractor shall use the current OSLTCO system to track, monitor and organize complaints, the resolution of complaints and other problems associated with LTC Facilities. CMS shall be a written operating procedure in which complaints are received, assigned to Ombudsman Representatives, tracked, followed-up and resolved. CMS should include, at a minimum, the following elements:
  - 4.2.2.2.1 A mechanism for receiving, recording, logging and tracking data pertaining to complaints, the resolution of complaints and conditions in LTC Facilities.
  - 4.2.2.2.2 A ability to monitor notification of progress and resolution to complaints.
  - 4.2.2.2.3 The ability to promptly provide the status of the resolution, and a means



to ensure timely handling and resolution of all complaints.

4.2.2.2.4 The ability to maintain the confidentiality of all Client files consistent with all applicable laws, as well as Appendix A, Sample Contract, Sub-paragraph 7.5, Confidentiality and Appendix B, Statement of Work, Sub-paragraph 23.7, Confidentiality and Security of Ombudsman Program Data.

4.2.2.2.5 A process for providing referrals and follow-up to Facility residents in response to complaints.

4.2.2.2.6 The ability to document patterns, trends and special problems related to the investigation and resolution of complaints.

4.2.2.2.7 A process to track and follow-up on referrals made to OSLTCOs 24-hour hotline, CRISISline.

4.2.2.3 Contractor shall not impose restrictions on the type of complaints made by Client. Contractor shall document all complaints received from Client or Client's representative(s). In the event that Client makes a complaint about matters which are outside the purview of the long-term care setting (for example, a complaint about the need for additional Social Security benefits), Contractor shall assist Client in the following manner:

4.2.2.3.1 Refer Client to the appropriate agency, organization or entity which is better equipped to assist Client (such as Federal, State or Local government agencies, community based organizations, etc.).

4.2.2.3.2 Coordinate the efforts to connect Client with another agency, organization or entity which is better

- equipped to address Client's matters.
    - 4.2.2.3.3 Follow-up with Client to ensure that the connection or referral is appropriate to meet Client's needs.
    - 4.2.2.3.4 Any other appropriate action which substantiates that Contractor has exercised due diligence.
  - 4.2.2.4 In the event Contractor believes that Client's non-long-term care related complaint is unreasonable, Contractor shall promptly consult with OSLTCO to determine the best options for handling the complaint. Contractor shall not be required to make unreasonable efforts to assist Client in resolving the complaint.
- 4.2.3 Resident-Level Advocacy – Information and Consultation to Individuals
  - 4.2.3.1 Contractor shall provide general information to persons expressing interest about local Long-Term Care Facilities and how to select an appropriate Facility.
  - 4.2.3.2 Contractor shall consult with Client during the complaint investigation process to determine Client's needs and determine the appropriate remedies that are available to assist Client.
  - 4.2.3.3 Contractor shall provide information to Clients on Clients' rights.
- 4.2.4 Facility Monitoring/Coverage, LTC Facility Consultation and Training, and Establishment of an On-Going Presence
  - 4.2.4.1 Facility Monitoring/Coverage
    - 4.2.4.1.1 Contractor shall conduct unannounced, on-site Monitoring Visits of LTC Facilities. For purposes of this Appendix B, Statement of Work, the Monitoring Visit is an activity performed by Contractor visiting the LTC Facility and reviewing, observing and

assessing the LTC Facility. Contractor shall conduct these on-site Monitoring Visits on a quarterly basis or more frequently during each 12-month fiscal year term of the Contract period or as often as required by OSLTCO.

4.2.4.1.2 Contractor shall use LTCO Program requirements that are described in Appendix B, Statement of Work, and consult with OSLTCO to determine how well the LTC Facility is achieving the standards. Contractor shall work with the Facilities that are deficient in the care and services provided to Clients to implement recommendations. If a visit is conducted as part of establishing on-going presence (separate from the monitoring process) and a deficiency is discovered, Contractor shall document the deficiency and request the Facility to adhere to Contractor's recommendation. If the Facility fails to comply with the provisions of the recommendations, Contractor shall report these deficiencies to the State licensing agency that is responsible for oversight of the Facility.

4.2.4.1.3 Contractor shall use State licensing agency regulation to observe, review and recommend best practices used by other LTC Facilities.

#### 4.2.4.2 LTC Facility Consultation and Training

4.2.4.2.1 Contractor shall provide training and consultation for LTC Facility staff on topics such as elder abuse, mandated reporting and Client rights.

4.2.4.2.2 Contractor shall maintain the confidentiality of all complaint data consistent with all applicable laws as well as Appendix A, Sample

Contract, Sub-paragraph 7.5, Confidentiality and Appendix B, Statement of Work, Sub-paragraph 23.7, Confidentiality and Security of Ombudsman Program Data.

4.2.4.2.3 Contractor shall communicate best practices to LTC Facilities so that the Facility can incorporate these best practices into its current procedures.

4.2.4.2.4 Utilizing information gathered through its CMS, Contractor shall provide information and assistance relating to LTCO Program Services to LTC Facilities. Contractor shall maintain current files of Facility profiles, citation/deficiency reports and other appropriate materials for use by the LTCO Program and as a basis for informing the public.

#### 4.2.4.3 Establishment of an On-Going Presence

4.2.4.3.1 Contractor shall maintain a frequent, consistent and timely on-site presence in LTC Facilities, and shall ensure that Clients have regular and timely access to Ombudsman Representatives. Maintaining an on-going presence in the LTC Facilities is a separate activity Contractor shall perform in addition to its obligation to respond to and investigate individual complaints pursuant to this Appendix B, Statement of Work, Sub-paragraph 4.2.2, Resident- Level Advocacy – Complaint Resolution. Contractor shall maintain the confidentiality of Client's information consistent with all applicable laws as well as Appendix A, Sample Contract, Sub-paragraph 7.5, Confidentiality and Appendix B, Statement of Work, Sub-paragraph 23.7, Confidentiality and Security of Ombudsman Program Data.

Contractor shall provide timely responses to complaints and requests for assistance received from either Client or the family/friends of Client.

4.2.4.3.2 Contractor shall maintain a current, written Facility coverage plan that documents its visitation/presence in these Facilities. The Facility coverage plan shall also describe how Contractor will use its resources to maintain the on-site presence of Ombudsman Representatives in LTC Facilities in Los Angeles County (excluding the city of Los Angeles). The Facility coverage plan shall be used by Contractor to ensure that its Ombudsman Representatives establish a presence in these Facilities which is accomplished through consistent on-site visitations performed by Ombudsman Representatives.

4.2.4.3.3 During each on-site visit Contractor shall confirm that the Ombudsman poster displaying Contractor's phone number and the State's CRISISline number is posted in a conspicuous location that is accessible to all Facility residents (both Clients and non-Client residents), visitors and Facility staff.

#### 4.2.5 Resident Council Development and Support/Family Council Development and Support

4.2.5.1 Contractor shall assist Client and Client's family and friends in developing an active Resident Council and Family Council, as necessary. Resident Council is defined as an independent group comprised of residents living in LTC Facilities, organized to act on behalf of all residents on issues affecting resident care and life in the Facility. Family Council is defined as an independent, organized group consisting primarily

of the residents' family members and friends acting in concert on behalf of the LTC Facility residents.

4.2.5.2 Contractor shall attend Resident Council and Family Council meetings upon receiving an invitation from either Council.

4.2.5.3 Contractor shall provide technical assistance to both the Resident Council and Family Council which may involve any form of the following activities:

4.2.5.3.1 Informing Clients and Client's family and friends on the rights of the Clients and the Councils as it pertains to the long-term care setting.

4.2.5.3.2 Informing Councils on the availability of community resources related to long-term care services.

4.2.5.3.3 Provide information based on data collected in CMS, which includes, but is not limited to, complaints, resolution of complaints, reports on Facility deficiency, poor and best Facility practices and any other information that empowers the Councils. Contractor shall maintain the confidentiality of all complaint data consistent with all applicable laws as well as Appendix A, Sample Contract, Sub-paragraph 7.5, Confidentiality and Appendix B, Statement of Work, Sub -paragraph 23.7, Confidentiality and Security of Ombudsman Program Data.

4.2.5.3.4 Provide other assistance which enables these Councils to be proactive in advocating for Client rights.

- 4.2.5.4 Contractor shall train and involve these Councils in advocating for Clients in the long-term care setting.
- 4.2.6 Advance Health Care Directive and Property Transfer Witnessing
  - 4.2.6.1 Contractor shall witness the execution of Client's advance health care directive prepared and executed pursuant to California Probate Code Sections 4673 – 4675. An advance health care directive may include either an individual health care instruction or a power of attorney for health care.
  - 4.2.6.2 Contractor shall witness property transfers between Client and a second party (which includes, but is not limited to any owner, employee, agent, or consultant of a long-term health care facility, as defined in the California Health and Safety Code Section 1418, or member of his or her immediate family, or representative of a public agency or organization operating within the long-term health care facility with State, County, or city authority, or member of his or her immediate family) with a fair market value of more than \$100 on behalf of Client pursuant to California Health and Safety Code Section 1289 (a) – (e).
  - 4.2.6.3 Contractor may question the Client and others as appropriate in confidence, about the transaction as part of the witnessing process.
  - 4.2.6.4 Contractor shall submit written comments pertaining to the transaction into the health care records of Client. Contractor may document the property transfer by using the California Association of Health Facilities form (or similar document such as Client's medical records) when witnessing property transactions.
  - 4.2.6.5 Contractor shall review and sign the transfer instrument (i.e., sales contract or deed instrument) as a witness and follow policies and procedures established by OSLTCO.

- 4.2.6.6 Contractor shall train, using the two-hour State curriculum, and register with OSLTCO its Ombudsman Representatives to provide these witnessing services.
- 4.2.7 Systems-Level Advocacy
  - 4.2.7.1 Contractor shall advocate for the needs of Clients at the State and Federal levels. This level of advocacy shall include tracking, reviewing and, as necessary, commenting and making recommendations on any existing or proposed laws, regulations and policies affecting the LTCO Program and its Clients. To this end, Contractor shall endeavor to be instrumental in influencing public policy for changes that improve Client's quality of life and quality of care.
  - 4.2.7.2 Contractor shall represent the interests of Client before governmental agencies and seek administrative, legal and other remedies to protect the health, safety, welfare and rights of Client.
  - 4.2.7.3 Contractor shall facilitate the ability of the public to comment on laws, regulations, policies and actions pertaining to long-term care.
- 4.2.8 Referrals
  - 4.2.8.1 If Contractor cannot provide immediate assistance to Client, Contractor shall: First, obtain consent from Client or Client's representative; Second, refer Client to the local offices of the Department of Social Services through its Community Care Licensing division, the Department of Public Health (DPH) through its Licensing and Certification Program, the Department of Justice (DOJ) through its Bureau of Medi-Cal Fraud and Elder Abuse, local law enforcement and/or the local Adult Protective Services (APS) provider.
  - 4.2.8.2 Contractor shall refer complaints and concerns from non-Senior Client residents of LTC Facilities to the appropriate government agency, other aging network organizations or community based agencies in the event that such individuals are ineligible to receive LTCO Program Services.



#### 4.2.9 OSLTCO Supplemental Activities

- 4.2.9.1 Contractor shall perform other activities deemed appropriate by OSLTCO.

### 4.3 ELDER ABUSE PREVENTION PROGRAM SERVICES

- 4.3.1 Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation)

- 4.3.2 Until or unless otherwise directed by OSLTCO or County Contractor shall use OAA Title VII funding to provide the tasks described in this Appendix B, Statement of Work, Sub-paragraphs 4.3.3 through 4.3.8.

#### 4.3.3 Public Education Sessions

- 4.3.3.1 Contractor shall provide education sessions and outreach for the general public on the identification, prevention and treatment of elder abuse, neglect and exploitation.
- 4.3.3.2 Contractor shall outreach to the public and provide education to promote financial literacy and provide methods to prevent identity theft and financial exploitation of older individuals.
- 4.3.3.3 Contractor shall present community education, training programs, and technical assistance to LTC Facility staff, human service workers (i.e., service providers such as case managers, social workers, nurses, residential counselors, drug abuse counselors, etc. who hold professional and paraprofessional jobs in diverse settings including, but not limited to, the long-term care setting, social service agencies, mental health facilities, group homes, etc.) family caregivers and the general public about long-term care and Clients' rights.
- 4.3.3.4 Contractor shall provide information about the resources that are available to help select a LTC Facility.

#### 4.3.4 Training Sessions for Professionals

- 4.3.4.1 Contractor shall provide training sessions for professionals (including service providers, nurses and social workers) in relevant fields on the identification, prevention and treatment of elder abuse, neglect and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy.
- 4.3.4.2 Contractor shall conduct special and on-going training for individuals involved in serving victims of elder abuse, neglect and exploitation on the topics of self-determination, individual rights, State and Federal requirements concerning confidentiality, and other topics determined by OSLTCO or the County AAA Program and Planning Division to be appropriate.
- 4.3.4.3 Contractor shall provide technical assistance, which includes but is not limited to, instruction and training to programs that provide or have the potential to provide LTCO Program Services or other services for victims of elder abuse, neglect and exploitation and for family members/friends of the victims.

#### 4.3.5 Training Sessions for Caregivers Served by OAA Title III E

- 4.3.5.1 Contractor shall conduct training sessions for caregivers who are receiving services under OAA Title III E on the identification, prevention and treatment of elder abuse, neglect and exploitation with particular focus on prevention and enhancement of self-determination and autonomy.

#### 4.3.6 Development of Coordinated System to Respond to Elder Abuse

- 4.3.6.1 Contractor shall develop a coordinated system to respond to elder abuse. To this end, Contractor shall coordinate its LTCO Program Services with services instituted pursuant to: 1) State Adult Protective Services (APS) program, 2) State and local law enforcement systems, 3) courts of competent jurisdiction, 4) Mental Health Services, and 5) Participate in multi-disciplinary team.

4.3.6.2 Contractor shall advocate for the development of data systems. This shall include elder abuse reporting systems and the collection of information to quantify the extent of elder abuse, neglect and exploitation in the service area.

4.3.6.3 Contractor shall analyze information obtained from local APS programs and LTCO Program Services as it relates to elder abuse, neglect and exploitation. Contractor shall use this information to identify unmet service, enforcement or intervention needs.

#### 4.3.7 Distribution of Educational Materials

4.3.7.1 Contractor shall distribute educational materials to the general public, professionals and caregivers to help identify, prevent and treat elder abuse, neglect and exploitation.

4.3.7.2 Educational materials may include resources that have been developed by other entities.

#### 4.3.8 Development of Educational Products

4.3.8.1 Contractor shall develop educational products including, but not limited to, brochures, curriculum, DVDs, etc., to help in the identification, prevention and treatment of elder abuse, neglect and exploitation.

### 4.4 SUPPLEMENTAL OMBUDSMAN PROGRAM SERVICES

4.4.1 Contractor shall use the Ombudsman Special Deposit Fund allocation in accordance with policies and procedures established by OSLTCO to support activities for the overall Ombudsman program which include the tasks described in this Appendix B, Statement of Work, Sub-paragraphs 4.4.2 through 4.4.4.

4.4.1.1 Contractor shall allocate 50% of the total allocation received for Special Deposit Fund to provide the tasks identified in this Appendix B, Statement of Work, Sub-paragraphs 4.4.2 and 4.4.3 below.

4.4.1.2 Contractor shall request prior approval from County AAA Program Division in order to allocate any amount other than 50% of its total Special

Deposit Fund allocation for the tasks identified in Appendix B, Statement of Work, Sub-paragraphs 4.4.2 and 4.4.3 (i.e., if Contractor determines that it is unable to fully expend 50% of the Special Deposit Fund allocation for the tasks identified in Appendix B, Statement of Work, Sub-paragraphs 4.4.2 and 4.4.3, Contractor may request a modification from COUNTY). Said request shall be made pursuant to Appendix A, Sample Contract, Paragraph 9.9, Modifications.

#### 4.4.2 Staff and Volunteer Recruitment/Retention

- 4.4.2.1 Contractor shall increase its number of Ombudsman Representatives and provide sufficient number of qualified staff with the appropriate education, licensure, and experience to carry out the requirements of the Program. To this end, Contractor shall recruit additional paid Staff as well as Volunteers to serve as Ombudsman Representatives. Contractor shall recruit Ombudsman Representatives to adjust for attrition and to maintain the agreed-upon performance levels in the most current Area Plan Service Unit Plans. These Ombudsman Representatives will carry out the objectives of the LTCO Program and provide LTCO Program Services to Clients.
- 4.4.2.2 Contractor shall ensure that all Ombudsman Representatives meet the requirements for obtaining background clearance from the California Department of Justice and the Federal Bureau of Investigation (FBI) and fingerprinting as a prerequisite for certification as an Ombudsman Representative. Please refer to Appendix B, Statement of Work, Sub-paragraph 23.1, State Certification and Criminal Background Clearance. Contractor may use the Special Deposit Fund allocation to defray the costs of fingerprinting.
- 4.4.2.3 Contractor shall maintain a core group of well-trained Volunteer Ombudsman Representatives and shall conduct volunteer recognition activities in order to retain Volunteer Ombudsman Representatives.

#### 4.4.3 Staff and Volunteer Training

4.4.3.1 Contractor shall provide on-going training and technical assistance to Contractor Staff and Volunteer Ombudsman Representatives.

4.4.3.2 Contractor shall ensure that its Ombudsman Representatives receive State certification by completing the required 36-hour training program (required to obtain initial certification) and completing the annual 12 hours of continuing education as required by Welfare and Institutions Code, Section 9719 (a)(B)(2) (required to retain State certification). Please refer to Appendix B, Statement of Work, Sub-paragraph 23.1, State Certification and Criminal Background Clearance.

#### 4.4.4 Augmentation of LTCO Program Services

4.4.4.1 In addition to the tasks described in this Appendix B, Statement of Work, Sub-paragraphs 4.4.2 and 4.4.3, Contractor may use 50% of the total Special Deposit Fund allocation for activities which support the overall LTCO Program objectives. To this end, Contractor may use the Special Deposit Fund allocation to augment any of the LTCO Program tasks identified in this Appendix B, Statement of Work, Sub-paragraph 4.2, Core Ombudsman Program Services, and Sub-paragraph 4.3, Elder Abuse Prevention Program Services.

4.4.5 Special Deposit Fund awards shall be used in a manner that is consistent with all applicable rules and regulations that govern the use of the Federal Health Facilities Citation Penalties Account funds as well as any other requirements in Appendix A, Sample Contract including, but not limited to, Sub-paragraph 5.10, Invoices and Payments.

### 5.0 ADDITIONAL REQUIREMENTS

5.1 In addition to the specific tasks necessary to provide LTCO Program Services to Clients, Contractor must also adhere to minimum requirements that are necessary to operate the LTCO Program. These requirements ensure that Contractor maintains the appropriate level of care, performance, staffing, reporting and compliance with Los Angeles County, State and Federal guidelines that govern the LTCO Program. Contractor is responsible for ensuring that its operations meet the

requirements outlined in this Appendix B, Statement of Work, Sub-paragraphs 5.2 through 5.4 in order to provide the optimal level of LTCO Program Services to Clients as prescribed by Appendix A, Sample Contract.

- 5.2 Contractor shall provide community outreach, which provides long-term care and advocacy information to the public on what resources may be available. Contractor shall also market the LTCO Program Services to all ethnic groups in each Supervisorial District in which the LTCO Program Services are being provided by Contractor.

- 5.2.1 Contractor shall ensure that information and assistance on LTCO Program Services are provided to Clients of all populations including homeless, veterans and Lesbian-Gay-Bisexual-Transgender (LGBT) individuals.

- 5.3 Contractor must have written procedures to protect the confidentiality and privacy of Client information collected for purposes of the LTCO Program, in accordance with all applicable laws including Title 22 California Code of Regulations (CCR) Section 7500 (b), as well as Appendix A, Sample Contract, Sub-paragraph 7.5, Confidentiality and Appendix B, Statement of Work, Sub - paragraph 23.7, Confidentiality and Security of Ombudsman Program Data.

- 5.4 Contractor shall track all Contract funds. Contractor shall provide a tracking of all Contract funds during an audit as indicated in Appendix A, Sample Contract, Sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

## **6.0 CONTRACTOR PERSONNEL**

- 6.1 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF

- 6.1.1 Contractor must be committed and sensitive to the delivery of LTCO Program Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified Staff that is multilingual and/or multicultural in order to better reflect the communities served. In addition, Contractor and its employees, including Volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.

- 6.1.2 Contractor shall provide LTCO Program Services in the principal language spoken by Clients in areas where a significant number of Clients do not speak English as their principal language (45 CFR 1321.71).
- 6.2 Contractor shall have a sufficient number of qualified Staff with the appropriate education, licensure, certification and experience to carry out the requirements of the LTCO Program. The total number of Staff shall be based on the method and level of LTCO Program Services provided, and the size of the service area served by Contractor.
- 6.3 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of Staff as set forth herein. Contractor shall adhere to any other staffing requirements that are determined by County to be necessary for Contractor to provide LTCO Program Services hereunder. Such Staff shall meet all qualifications in Appendix A, Sample Contract, as well as those provided by County through Contract Amendments, Administrative Directives and Program Policy Memorandums.
- 6.4 Contractor shall ensure that Contractor Staff is available to all Clients, potential Clients, referral sources, as well as County on a minimum five-day-a-week basis (Monday through Friday). Contractor shall also ensure that personal telephone contact with Contractor's Staff is available to Clients, potential Clients, referral sources and County during Contractor's hours of operation. Contractor shall further ensure that each Contractor office location has a telephone answering machine or voice mail system in place during non-business hours. Contractor's Staff shall respond to calls and messages as provided in this Appendix B, Statement of Work, Sub-paragraph 18.7, Telephone Calls.
- 6.5 Contractor shall always have a Staff member with the authority to act on behalf of Contractor available during work hours as outlined in Appendix B, Statement of Work, Paragraph 18.2.
- 6.6 Contractor shall notify County and OSLTCO of any anticipated changes in the Project Director's position, including the name of the individual, work schedule, etc.
  - 6.6.1 Such notice to County shall be given in accordance with Appendix A, Sample Contract, Sub-paragraph 8.34, Notices.
  - 6.6.2 Such notice to OSLTCO shall be given as follows:
    - 6.6.2.1 Notice shall be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, or return receipt requested,

provided that Contractor retains receipt, and shall be communicated as of actual receipt.

6.6.2.2 Notices shall be addressed to the California Department of Aging, Office of the State Long-Term Care Ombudsman, 1300 National Drive, Suite 200, Sacramento, California 95834-1992.

6.7 Contractor shall maintain written job descriptions for the Project Director, Staff and Volunteer Ombudsman Representatives and any other positions on file. Job descriptions should include minimum qualifications, tasks and responsibilities.

6.8 Project Director (Local Ombudsman Coordinator)

6.8.1 Contractor shall have a full-time Project Director.

6.8.2 Responsibilities of the Project Director shall include, at a minimum, the following:

6.8.2.1 Planning, organizing, and directing all administrative and LTCO Program activities related to Appendix A, Sample Contract including the management of daily LTCO Program operations.

6.8.2.2 Ensuring that Clients have regular, timely access to Ombudsman Representatives and receive timely responses to complaints and requests for assistance.

6.8.2.3 Recruiting, training and supervising all Ombudsman Representatives.

6.8.2.4 Acting as the liaison between County, Contractor and OSLTCO for all purposes related to Appendix A, Sample Contract and the LTCO Program.

6.8.2.5 Developing and/or participating in the establishment and preparation of the LTCO Program budget; and, implementing and monitoring the budget for all LTCO Program activities.

6.8.2.6 Assisting in the development of Resident Councils and Family Councils.



6.8.2.7 Facilitating the ability of the public to comment on the laws, regulations, policies and actions.

6.8.2.8 Attending State-mandated trainings and meetings.

6.8.3 Minimum Education, Experience and Other Qualifications:

6.8.3.1 Education: The individual must possess, at a minimum, a bachelor's degree in the social or health services field.

6.8.3.2 Experience: The individual must have a minimum of five (5) years' professional experience (obtained within the past ten (10) years) that includes any of the following:

6.8.3.2.1 Experience in management or leadership of community programs/organizations.

6.8.3.2.2 Knowledge and experience in the field of gerontology and aging programs.

6.8.3.2.3 Experience providing services to older individuals.

6.8.3.2.4 Knowledge and experience in the field of long-term care.

6.8.3.2.5 Experience in management and supervision of volunteer programs.

6.8.3.2.6 Knowledge of laws and regulations in the area of long-term facilities.

6.8.3.3 Other Qualifications

6.8.3.3.1 Individual shall have the ability to speak, read and write English fluently.

6.8.3.3.2 Individual may not have been employed by any LTC Facility within the three (3) year period immediately preceding his/her appointment; and,

neither the individual nor any immediate member of his/her family may have or have had within the past three years, any pecuniary interest in LTC Facilities.

6.8.3.3.3 Individual shall be certified by the OSLTCO and maintain current State certification as an Ombudsman Representative.

6.9 Ombudsman Representative (State Certified Ombudsman Representative) – Staff (on Contractor’s payroll) and Volunteer

6.9.1 Contractor shall have full-time Ombudsman Representatives consisting of Staff and Volunteers.

6.9.2 Responsibilities of Ombudsman Representative include, but are not limited to, the following:

6.9.2.1 Identifying, investigating and resolving complaints made by or on behalf of Client using standards of confidentiality that protect the complainant’s identity and information in accordance with Appendix A, Sample Contract, Sub-paragraph 7.5, Confidentiality and Appendix B, Statement of Work, Sub-paragraph 23.7, Confidentiality and Security of Ombudsman Program Data.

6.9.2.2 Ensuring that Clients have regular, timely access to Ombudsman Representatives and receive timely responses to complaints and requests for assistance.

6.9.2.3 Witnessing the execution of advance health care directives as well as property transfers for property with a value of one-hundred dollars (\$100) or more on behalf of Client.

6.9.2.4 Attending meetings for Client’s care planning when invited by Client or family/friends acting on behalf of client.

6.9.2.5 Representing the interests of Clients before governmental agencies and seeking administrative, legal and other remedies to protect Clients.

- 6.9.2.6 Analyzing, commenting on and recommending changes in laws and regulations pertaining to the health, safety, welfare and rights of Clients.
- 6.9.2.7 Educating and informing consumers and the general public regarding issues and concerns related to long-term care and facilitating public comment on laws, regulations, policies and actions.
- 6.9.2.8 Assisting in the development of Resident Councils and Family Councils. Attending Resident Council and Family Council meetings when invited by either Council.
- 6.9.3 Minimum Education, Experience and Other Qualifications
  - 6.9.3.1 Ombudsman Representative (Staff and Volunteer) shall meet the following requirements:
    - 6.9.3.1.1 Shall be State certified as Ombudsman Representative and maintain current State certification as Ombudsman Representative.
    - 6.9.3.1.2 Shall demonstrate effective verbal and written communication and analytical skills.
  - 6.9.3.2 Contractor's Staff Ombudsman Representative shall have a minimum of two (2) years' experience (obtained within the past ten (10) years) in any of the following areas:
    - 6.9.3.2.1 Gerontology, long-term care or other relevant social services or health services programs.
    - 6.9.3.2.2 The legal system and the legislative process.
    - 6.9.3.2.3 Dispute or problem resolution techniques, including investigation, mediation and negotiation.
    - 6.9.3.2.4 Another area that's directly related to the LTCO Program Services being provided.

6.9.3.3 In addition to satisfying the requirements of Sub-paragraphs 6.9.3.1.1 and 6.9.3.1.2, Contractor's Volunteer Ombudsman Representative shall have, at a minimum, other qualifications as follows:

6.9.3.3.1 An interest and commitment to provide LTCO Program Services to older individuals.

6.9.3.3.2 The ability to make a commitment of time to serve as an Ombudsman Representative to advocate on behalf of Client.

#### 6.10 Other Program Staff

6.10.1 Responsibilities: Program Staff shall adhere to the policies and provisions of Los Angeles County, State and Federal LTCO Program requirements.

6.10.2 Qualifications:

6.10.2.1 Contractor shall retain Staff who are qualified and sufficient in number to deliver LTCO Program Services adequately. This shall include both paid Staff and Volunteers that Project Director deems necessary to conduct LTCO Program operations.

6.10.2.2 Program Staff shall be capable of establishing effective communication with Clients and their family and friends.

6.11 All Staff and Volunteer Ombudsman Representatives shall adhere to this Appendix B, Statement of Work, Sub - paragraph 23.1, State Certification and Criminal Background Clearance.

6.12 Contractor shall not allow its Staff and Volunteers to perform the activities and responsibilities of the Ombudsman Representative unless and until such Staff and Volunteers have received training and certification pursuant to this Appendix B, Statement of Work, Sub-paragraph 23.1, State Certification and Criminal Background Clearance.

## 7.0 FISCAL

### 7.1 MATCHING SHARE

7.1.1 Contractor shall provide at least 15% match (contribution) of its total Maximum Contract Sum/Expenditures or Contractor shall

provide on an annual basis, 15% of the Maximum Annual Contract Sum each in accordance with the provisions of Exhibit B (Budget). Therefore, the Maximum Contract Sum funded by County provides 85% of Contractor's total funding for the LTCO Program Costs and Contractor must match, at a minimum, 15% of its costs with other resources. The matching share may be cash or an in-kind contribution or combination thereof.

7.1.1.1 The criteria for establishing the value on non-cash items is the fair market value. Volunteer services may be used to meet the in-kind match. Additionally, in-kind contributions of the fair market value of LTCO Program Services performed by Volunteers may not exceed fifty percent (50%) of the required 15% Contractor match.

7.1.1.2 In-kind contributions are property or services provided by Contractor which benefit a Contract-supported project or program and which are contributed by non-federal entities without charge to Contractor.

7.1.1.3 The matching share may be in the form of a cash contribution, an in-kind contribution or a combination thereof. Contractor shall not use non-matching contributions (e.g., federal funds, overmatch, etc.) or program income to meet the 15% match requirement.

## 7.2 CONTRACTOR INDIRECT COSTS

7.2.1 The maximum amount payable under this contract for Indirect Costs, as defined below, is 8% of Contractor's Maximum Annual Contract sum. Indirect costs exceeding the 8% maximum shall not be charged to this Contract; however, such costs in excess of the 8% Indirect Costs maximum may be budgeted as a match contribution and used to meet the minimum requirements specified in this Appendix B, Statement of Work, Paragraph 7.1, Matching Share.

7.2.2 Indirect Costs: Costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective.

7.2.2.1 Examples of Indirect Costs include, but are not limited to: salaries; employee benefits; supplies and other costs related to general administration

of the organization and salaries and expenses of executive officers, personnel administration and accounting.

- 7.2.3 If Contractor requests payment for Indirect costs, Contractor shall retain on file an approved Indirect Cost Rate of a Cost allocation Plan as defined in, documenting the methodology used to determine Indirect Costs. Such records shall be maintained in accordance with record retention policies outlined in Appendix A, Sample Contract, Sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

### 7.3 COST ALLOCATION PLAN FOR COST REIMBURSEMENT ACTIVITIES

- 7.3.1 Contractor shall submit an annual organization-wide Cost Allocation Plan pursuant to the requirements outlined herein. The Cost Allocation Plan, shall be prepared in accordance with County instructions and applicable OMB circulars, as well as any other applicable federal, State or County laws or regulations, and, at a minimum, shall include the following:

7.3.1.1 Contractor general accounting policies, including:

7.3.1.1.1 Basis of accounting

7.3.1.1.2 Fiscal Year

7.3.1.1.3 Method for allocating Indirect Costs (e.g., simplified, direct, multiple, negotiated rate, etc.)

7.3.1.2 Contractor's Authorized Representative (as defined in Appendix A, Sample Contract, Exhibit J (Definitions) shall sign the Cost Allocation Plan, certifying the accuracy of the Plan.

7.3.1.3 Indirect Cost rate allocation base

7.3.1.3.1 Contractor's Direct and Indirect Costs (by category) and describing the cost allocation methodology for each category.

7.3.1.3.2 Contractor's Cost Allocation Plan shall support the distribution of any joint costs with other funding sources related to the tasks and activities of this Contract. All Costs included in

the Cost Allocation Plan will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Contractor acknowledges that the budget allocations are not adequate documentation.

- 7.3.1.4 Contractor shall submit a Cost Allocation Plan to County's Contract Manager, identified by Fiscal Year, as follows:
  - 7.3.1.4.1 Contractor shall submit the Cost Allocation Plan within sixty (60) days of execution of this Contract. County has developed a sample Cost Allocation Plan; Contractor may request a copy thereof upon providing a written request to County's Contract Manager.
  - 7.3.1.4.2 Annually, Contractor shall also submit a new Cost Allocation Plan to County's Contract Manager for review and approval within sixty (60) days of the start of the Fiscal Year.
- 7.3.1.5 The Cost Allocation Plan shall be subject to review and approval by County.
- 7.3.1.6 County will test Contractor's Cost Allocation Plan during the normal course of monitoring to ensure Contractor's compliance with this Contract and OMB Circular requirements (OMB Circular A-87). Contractor's failure to comply may result in suspension of payment(s), suspension of the Contract, termination of the Contract, or other remedies as determined by County under this Contract or at law.
- 7.3.1.7 Pursuant to record retention policies outlined in Appendix A, Sample Contract, Sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement, Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs associated with all Work under this Contract.

#### 7.4 CLOSEOUT REPORTS

- 7.4.1 Within thirty (30) days of the end of each Fiscal Year, Contractor shall prepare and submit a Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals through the last day of the Fiscal Year.
- 7.4.2 If this Contract is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Contract period which ends on the termination or cancellation date. Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

#### 7.5 PROGRAM INCOME STATEMENT REPORT

- 7.5.1 Program Income (refer to Appendix A, Sample Contract, Exhibit J (Definitions)) includes, but is not limited to:
  - 7.5.1.1 Voluntary contributions received from Client or responsible party as a result of receiving Services;
  - 7.5.1.2 Income from usage or rental fees of real or personal property acquired with Contract Funds;
  - 7.5.1.3 Royalties received on patents and copyrights from Work activities under this Contract; proceeds from the sale of items fabricated under terms of this Contract; and
  - 7.5.1.4 Fees earned from the provision of Services performed under this Contract.
- 7.5.2 Contractor shall adhere to the Program Income requirements outlined in the applicable OMB Circulars and CFR that pertain to Contractor's organization (i.e., OMB Circular A-102, OMB Circular A-110 (2 CFR Part 215), 29 CFR Part 95, or 29 CFR Part 97).
  - 7.5.2.1 The use of Program Income requires prior written approval from County's Contract Manager.
  - 7.5.2.2 Contractor shall prepare an annual Program Income Statement Report (Report) on Contract revenues versus expenditures, to identify the amount of Program Income. The Report shall be amended by Contractor if adjustments are



required due to any new information received after the filing of the Report.

- 7.5.2.3 The Report shall be submitted along with the Caseload Report in the form, manner and timeline as designated by County.

## 7.6 PLAN FOR DISPOSITION OF PROGRAM INCOME

- 7.6.1 If Contractor's Program Income Statement Report identifies Program Income, Contractor shall prepare and submit a Plan for Disposition of Program Income (Plan). The Plan shall be completed and submitted in the form and manner as designated by County within thirty (30) days after the Program Income Statement Report is due, as specified in 7.5.

- 7.6.1.1 The Plan shall be reviewed by County for final approval. The Plan shall be amended by Contractor as soon as possible if the Program Income Statement Report is amended.

- 7.6.1.2 Program Income shall be spent on line items identified by Contractor in the Plan (upon County's approval of the Plan).

### 7.6.2 Final Report on Disposition of Program Income

- 7.6.2.1 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, Contractor must submit a Final Report on Disposition of Program Income (Final Report) to County in the form and manner designated by County.

- 7.6.2.2 If the Final Report is not submitted on the scheduled date, County, in its sole discretion, shall extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture the balance of the unexpended Program Income, or pursue any other remedies available to County under this Contract.

### 7.6.3 Cash Reserve

- 7.6.3.1 Contractor must maintain a cash reserve equal to the amount it would cost to operate its LTCO Program for one month. Grant funds may not be included in cash reserves.

#### 7.6.4 Method of Compensation Adjustment

- 7.6.4.1 County, at its sole discretion, has the option of altering the method of payment from full reimbursement for LTCO Program Services provided to an amount equal to one-twelfth (1/12) of the Maximum Annual Contract Sum amount per month, if Contractor is over-achieving, and it appears that the Maximum Annual Contract Sum will be completely expended prior to the end of each fiscal year.
- 7.6.4.2 County will provide Contractor with at least two (2) weeks advance written notice of its decision to alter the method of payment.
- 7.6.4.3 In no event shall County's decision to alter or not alter the method of payment affect the Term, Maximum Annual Contract Sum, Work, or any other provision under the Contract unless pursuant to a validly executed Amendment to the Contract noting any such change(s).

### 8.0 PROGRAM PERFORMANCE/REALLOCATION OF FUNDS

- 8.1 Contractor is required to provide 100% of LTCO Program Services and expend 100% of the Maximum Annual Contract Sum, contracted for and as stated in Appendix A, Sample Contract, Exhibit B (Budget), and Exhibit C (Mandated Program Services), and in this Appendix B, Statement of Work.
- 8.2 A new or updated Appendix A, Sample Contract, Exhibit B (Budget) and Appendix A, Sample Contract, Exhibit C (Mandated Program Services) shall be completed by Contractor and provided to County prior to the beginning of each Fiscal Year.
- 8.3 Contractor's Program performance and Contract Funds of said Program will be evaluated during each Fiscal Year. Services and Contract Funds (refer to Appendix A, Sample Contract, Exhibit J (Definitions)) may be reallocated if Contractor fails to either provide 95% of Services and/or expend 95% of the Maximum Annual Contract Sum allocated under this Contract, as provided in Appendix A, Sample Contract, Exhibit B (Budget) and/or Appendix A, Sample Contract, Exhibit C (Mandated Program Services).

- 8.4 Contractor's Services and Contract Funds may be reduced and reallocated to other AAA Contractors that are performing and/or expending at a higher level/rate and qualify for increases in its Services and Maximum Annual Contract Sum. Additionally, the County, at its discretion, may reduce Contractor's Services and Maximum Annual Contract Sum paid thereon in the following Fiscal Year to more accurately reflect Contractor's level of performance/expenditure.

## **9.0 REPORTS, DOCUMENTATION AND DIRECT DATA ENTRY**

- 9.1 The California State Department of Aging requires Contractor to establish record procedures that ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Contractor shall ensure that the actual date of Service(s) is/are rendered, tracked, documented, and reported.
- 9.2 Contractor shall track all Contract funds and shall provide a comprehensive report of Contract Funds during audits. Such records shall be maintained in accordance with record retention policies outlined in Appendix A, Sample Contract, Sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.
- 9.3 All information, records, data elements and print-outs collected and maintained for the operation of the LTCO Program and pertaining to LTCO Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Appendix A, Sample Contract, Sub-paragraph 7.5, Confidentiality and in this Appendix B, Statement of Work, Sub -paragraph 23.7, Confidentiality and Security of Ombudsman Program Data, California Welfare and Institutions Code Section 10850, Title 45 of the Code of Federal Regulations (CFR), Section 205.50, and the California Information Practices Act of 1977.
- 9.4 Contractor shall submit LTCO Program data, which includes expenditure and revenue information, on a monthly, quarterly and annual basis as directed by County and OSLTCO.
- 9.5 OMBUDSMAN PROGRAM DATA
- 9.5.1 Contractor shall collect and submit data in accordance with the data reporting requirements of the United States ACL (as described in the National Ombudsman Reporting System (NORS)) and OSLTCO. Data for LTCO Program Services shall be entered on a quarterly and annual basis through the Internet-based NORS using the Aging Network portal (the website can be accessed at [www.agingnetwork.com](http://www.agingnetwork.com)). Contractor shall submit an e-mail to OSLTCO at [stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov) by the quarter and annual due dates when data entry is complete.

Data entered in NORS shall be timely, complete, accurate and verifiable data; regularly enter into reporting system designed by the OSLTCO. Within two business days of submitting NORS data, Contractor shall provide copies of the aggregate quarterly and annual report data to County AAA Program and Planning Division.

- 9.5.2 Contractor shall document that data entry has been completed or explain why the reporting is delayed and when the data for the quarter will be entered.
- 9.5.3 Contractor shall contact his or her assigned analyst at the OSLTCO to obtain the most recent version of the Quarterly Reporting Form (OSLTCO S301) if needed.
- 9.5.4 Contractor shall submit quarterly reports by the month immediately following the end of the reporting quarter for each fiscal year of this Contract. During each fiscal year of this Contract, these reports shall be submitted using NORS on the following due dates: October 31, January 31, April 30 and July 31.
- 9.5.5 Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report to OSLTCO as specified on the Report no later than one month following the end of the reporting quarter and shall simultaneously provide copies of the Report to County AAA Program and Planning Division. A copy of the Report can be obtained from the CDA by accessing its website at [www.cda.ca.gov](http://www.cda.ca.gov) (the form is available under the AAA tab, Program Memoranda link, and it can be selected under PM 10-04(P)). This Report is due each fiscal year on the following due dates: October 31, January 31, April 30 and July 31.

## 9.6 REPORTING ACTIVITIES FOR SPECIAL DEPOSIT FUND

- 9.6.1 Prior to requesting reimbursement from County for the tasks completed using the Special Deposit Fund allocation, Contractor shall prepare an annual plan using County's prescribed format and shall submit the annual plan to County. The annual plan is part of Appendix A, Sample Contract, Exhibit B (Budget), which shall be completed by Contractor. The plan shall include the following information:
  - 9.6.1.1 Estimated number of Contractor Volunteers to be certified as Ombudsman Representatives during the fiscal year (i.e., July 1 of the current year to June 30 of the following year) who will perform

LTCO Program activities primarily in SNFs and Distinct Part Facilities in acute care hospitals.

9.6.1.2 Number of Staff to be hired or number and percentage of additional full-time equivalents (FTEs) dedicated to volunteer recruitment activities during each fiscal year.

9.6.1.3 Anticipated time period within the fiscal year during which Staff will be hired.

9.6.2 Number and type of community awareness activities for the purpose of recruiting Volunteers (e.g., speaking engagements, attending senior fairs, health fairs, etc.) during each fiscal year.

## **10.0 CUSTOMER SATISFACTION SURVEYS**

10.1 Contractor is required to conduct ongoing customer satisfaction surveys with Clients and keep a copy of the surveys on file and accessible to County for review. The results of the surveys will be used by Contractor to make quality improvements in the LTCO Program Services provided to all Clients. Contractor may be asked by County to comply with and develop other outcome measures.

10.2 The customer satisfaction survey shall be disseminated to all LTCO Clients each Fiscal Year, and tallied by Contractor during the closeout period.

## **11.0 QUALITY CONTROL PLAN**

11.1 Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of Service throughout the term of the Contract. The QCP shall be retained on file at Contractor's main administrative office, and shall be provided to County immediately upon request. The QCP shall include, but not limited to, the following:

11.1.1 The method of monitoring Contractor is using to ensure that this Contract's requirements are being met.

11.1.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

## **12.0 INFORMATION TECHNOLOGY SYSTEM (ITS) REQUIREMENTS**

- 12.1 Contractor shall participate in County's automated Information Technology System (ITS) as well as have a web-based compatible microcomputer system and a dedicated phone line. Contractor shall maintain equipment that can access ITS in accordance with the configuration specifically outlined and approved by County.
- 12.2 All computer hardware should be standard and common national brands to assure proper compatibility with other hardware and software. Hardware and software not meeting the specifications outlined in this Appendix B, Statement of Work may be acceptable only upon County pre-approval.
- 12.3 Hardware – Contractor is required to have the hardware to support the software requirements listed in this Appendix B, Statement of Work, Paragraph 12.0, Information Technology System (ITS) Requirements.
- 12.4 Contractor must have a current industry standard laser printer with a minimum 600 DPI.
- 12.5 Contractor must maintain a reliable high speed or broadband Internet connection at all of its sites.
- 12.6 Contractor is also required to have the following:
  - 12.6.1 Industry standard Internet security software with all current upgrades installed and operating.
  - 12.6.2 The most current version of Microsoft Internet Explorer or equivalent.
  - 12.6.3 Capability of sending and receiving documents compatible with Microsoft Office 2010.
  - 12.6.4 Ability to apply security patches, upgrades and current anti-virus software on all systems on which LTCO Program data may be used or accessed.
- 12.7 STAFFING
  - 12.7.1 Contractor shall assign a non-Volunteer Staff person to have the primary responsibility for entering Client data into the ITS. This Staff person shall be the primary contact person for Client data issues and problems. This individual shall also be assigned a password to log-in and enter Client information. A back-up employee (who is not a Volunteer) must be designated to act on

behalf of the primary ITS contact person in the event of his or her absence.

12.7.2 Contractor shall inform County of the name of Contractor's ITS Staff person and backup person at the start of this Contract and within ten business days of any assignment or reassignment pursuant to Appendix A, Sample Contract, Sub paragraph 8.34, Notices. Only those Contractor Staff who have been designated by Contractor and assigned a password by County shall be allowed to access the ITS.

12.7.3 Contractor shall ensure that the employee and back-up employee assigned for ITS training are properly trained to operate ITS and attend all ITS training provided by the AAA, and that ITS operations are in compliance with all applicable regulations.

12.8 Contract Management System (CMS): County has developed the Contract Management System Gateway (System), an automated system that allows County to electronically administer and manage the work specified in this Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by the County.

12.8.1 County has established policies concerning the access, use, and maintenance of the System. Contractor shall adhere to these policies which include Appendix A, Sample Contract, Exhibit R (Contract Management System – Contractors Gateway Terms and Conditions of Use) instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor's non-compliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of the Contract, and/or other actions which County may take at its sole discretion under the terms of Appendix A, Sample Contract, or applicable law or regulation.

## 12.9 FACILITIES

12.9.1 Contractor shall provide the following:

12.9.1.1 A table or desk for the computer, printer and scanner with adequate workspace.

12.9.1.2 Appropriate electrical outlets.

12.9.1.3 A direct (not rotary or PBX) analog telephone line at computer location.



12.9.1.4 Additional telephone lines (as required/directed for Client tracking).

12.9.1.5 A secure, locked room or lock-down cables to secure all equipment.

## 12.10 MAINTENANCE

12.10.1 Contractor is responsible for all maintenance, repair, or replacement of hardware and software required for ITS, which must be done in a timely and efficient manner. Equipment must be available for inspection by County during business hours.

## 12.11 SUPPLIES

12.11.1 Contractor is responsible for all necessary supplies, memory storage (e.g. flash drives, external hard drives and CDs), paper, ink cartridges and other media.

## 12.12 FUTURE CHANGES

12.12.1 Technology and computers are changing rapidly and County may change its systems to utilize and explore these changes. These may include the acquisition of additional hardware, software and communication lines, as County deems appropriate. Contractor must supply all equipment, peripherals, supplies, etc., that may be required by County for future changes.

## 13.0 UNUSUAL OCCURRENCES OR CRIME

13.1 Unusual Occurrences such as natural disasters (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Contractor personnel or visitors to Contractor's facility(ies) shall be reported by Contractor within twenty-four (24) hours by telephone (and confirmed in writing) to the local health officer and by telephone (and confirmed in writing) or e-mail to County.

Crime related occurrences, such as theft or vandalism, must be reported by Contractor to the local police or sheriff and County within twenty-four (24) hours either by telephone (and confirmed in writing) or e-mail. Contractor shall prepare and retain an incident report on file, and shall include a copy of the filed police report. Contractor shall maintain all incident reports in a manner consistent with Appendix A, Sample, Contract, Sub -paragraph 8.38, Record Retention and Inspection/Audit



Settlement. Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

#### **14.0 EMERGENCY AND DISASTER PREPAREDNESS**

- 14.1 Notwithstanding Contractor's and County's contractual objective to provide LTCO Program Services to eligible persons, Contractor shall make LTCO Program Services available to any person impacted by a nationally – or state-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.
  - 14.1.1 Contractor must have a written emergency plan on file describing how LTCO Program Services will be maintained during the event of a disaster or emergency.
  - 14.1.2 Contractor must maintain a registry of long-term care facilities and/or LTCO Program Clients for emergency purposes.
- 14.2 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event, as referenced in 14.1, to LTCO Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its employees, volunteers, and Subcontractors, for reference before, during, and after such emergency event disruption.

#### **15.0 LICENSES AND CERTIFICATIONS**

- 15.1 Contractor shall obtain and maintain, during the term of this Contract, for Contractor and all Staff, all appropriate licenses, permits and certificates required by all applicable County, State of California and/or Federal laws, regulations, guidelines and directives for the operation of its facility(ies) and for the provision of LTCO Program Services hereunder such as Business Licenses, Fire Department Inspection Reports, Certificates of Insurance as indicated in Appendix A, Sample Contract, Sub-paragraph 8.24, General Provisions for All Insurance Coverage and Sub-paragraph 8.25, Insurance Coverage.
- 15.2 Prior to the execution of this Contract, and in cases of new staff or staff with updated licenses, permits or certifications, Contractor shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be sent to County's Contract Manager listed in Appendix A, Sample Contract, Exhibit E (County's Administration).

- 15.3 Contractor shall be in good standing with the Secretary of State and shall maintain that status continually while providing LTCO Program Services.

## **16.0 TRAINING**

- 16.1 Contractor shall develop and implement an internal Staff training policy, which shall include an orientation to all new Staff and Volunteers.
- 16.2 Contractor is responsible for ensuring its Staff, both existing and new, are properly trained in all areas related to providing LTCO Program Services and shall develop training procedures which address and include the following:
- 16.2.1 Specifying the minimum number of hours of initial training.
  - 16.2.2 Specifying the content of the training, including training relating to:
    - 16.2.2.1 Federal, State and County laws, regulations and policies with respect to LTC Facilities in the service area.
    - 16.2.2.2 Investigative techniques.
    - 16.2.2.3 Such other matters as County and/or OSLTCO determine to be appropriate.
  - 16.2.3 Specifying an annual number of hours of in-service training for Ombudsman Representatives.
- 16.3 Contractor's Project Director shall ensure that all appropriate Contractor Staff/Volunteers attend all relevant training sessions and meetings called by County for Contractor's benefit and held at a County facility or another site, as determined by County. Training sessions and meetings can be scheduled for purposes which include, but are not limited to, information sharing, policy orientation and LTCO Program development. Contractor Staff shall also regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the LTCO Program Services provided. Contractor shall send at least one Staff person who has the knowledge and experience to represent Contractor at each relevant training session and meetings. Failure to attend mandated trainings shall be considered non-compliance with this Contract, and may result in further action pursuant to Appendix A, Sample Contract, Paragraph 9.13, Probation and Suspension, and any other applicable Contract provision. Contractor may also choose to attend meetings outside of Los Angeles County that Contractor reasonably deems to be beneficial for the delivery of LTCO Program Services.

- 16.4 County and/or OSLTCO may establish, provide and/or require mandatory training of Contractor Staff at their discretion.
- 16.5 Contractor shall instruct its Ombudsman Representatives that when they are in the field and need assistance in the performance of LTCO Program objectives, in addition to contacting Contractor's Project Director they may also contact OSLTCO for direction and guidance. Contractor's Ombudsman Representatives must contact OSLTCO if they are unable to contact Contractor's Project Director.
- 16.6 Contractor shall provide required training using the curriculum developed by OSLTCO for certifying Ombudsman Representatives as outlined in this Appendix B, Statement of Work, Sub-paragraph 23.1, State Certification and Criminal Background Clearance.

## **17.0 COLLABORATIONS**

- 17.1 Contractor must form collaborations with County and Los Angeles City Contractors providing Services funded through the OAA, including other LTCO Program Contractors and other community organizations in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of LTCO Program Services. Contractor shall develop linkages with other community-based long-term care service providers. Contractor is encouraged to share vital assessment information with other agencies providing LTCO Program Services to Client. However, in sharing information with other agencies, Contractor must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 17.2 Contractor shall establish procedures to protect all Client information consistent with the terms of this Contract; any amendments thereto; and all applicable laws, and shall not disclose Client information without written consent from County and Client.
- 17.3 Contractor shall work cooperatively with the State's CRISISline service operated by OSLTCO. Contractor shall be available to receive referrals from the CRISISline as follows:
  - 17.3.1 Each Program Coordinator will designate at least one certified Ombudsman representative and preferably a back-up, to be available at all times to take afterhours referrals from CRISISline operators.
  - 17.3.2 Emergency Situations: Contractor shall provide Project Director's and backups' contact number to OSLTCO for referrals from the CRISISline on urgent matters that require immediate assistance of an Ombudsman Representative. Project Director and backups shall be available to respond to these emergency

situations after business hours, on weekends or holidays, as the situation warrants (which shall be determined at the sole discretion of OSLTCO's CRISISline operators).

- 17.3.3 Non-Emergency Situations: Contractor shall respond to non-emergency referrals from OSLTCO's CRISISline within two hours on the same day if the referral is received during business hours. If the referral is received after business hours, on weekends or holidays, Contractor shall respond within two hours of starting its business operations on the following business day.
- 17.3.4 Contractor shall work cooperatively with the local offices of the State of California's licensing and regulatory agencies, advocacy organizations and local law enforcement, and ensure that it fosters cooperation with these agencies when conducting on-site visits for the LTCO Program. Contractor shall refer Clients, as the situation dictates and with Client's consent, to an appropriate agency when Contractor cannot provide immediate assistance to Clients. This may include, but is not limited to, the following agencies:
  - 17.3.4.1 Department of Social Services, Community Care Licensing
  - 17.3.4.2 Department of Public Health, Licensing and Certification Program
  - 17.3.4.3 Department of Justice, Bureau of Medi-Cal Fraud and Elder Abuse
  - 17.3.4.4 Disability Rights California (formerly Protection and Advocacy)
  - 17.3.4.5 Local law enforcement agencies
  - 17.3.4.6 Local Adult Protective Services provider
  - 17.3.4.7 Other groups as appropriate for the situation/circumstance
- 17.3.5 Contractor shall maintain regular communication with OSLTCO if any of the following exist: unusual incidents involving Ombudsman Representatives; complex cases; situations with potential legal implications; changes in key staffing; emerging issues and patterns with Statewide impact; confidentiality and conflict of interest issues; and, questions/issues related to laws and regulations governing the Program and LTC facilities.

## **18.0 LOCATION OF SERVICE AND HOURS OF OPERATION**

18.1 Contractor shall maintain an office in Los Angeles County.

18.1.1 Contractor shall obtain the required building inspection certificates (health, fire, etc.) for all Contractor places of business/site locations.

18.2 Contractor's office shall be open a minimum of eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County observed holidays.

18.3 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State and Federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990.

18.3.1 Contractor shall publicly display at all Contractor office locations/sites the days and hours of operation for the provision of contracted LTCO Program Services. Contractor shall ensure that availability for LTCO Program Services is appropriate for the demographics associated with the service area (site or office location).

18.4 Contractor shall inform County in writing and receive a written County approval at least sixty (60) days prior to relocation of Contractor's office or site location(s).

18.4.1 Contractor shall include the identity of each designated community focal point as specified in OAA, 42 USC 3026(a)(3)(A). Contractor shall utilize Appendix A, Sample Contract, Exhibit F (Contractor's Administration) to identify or update site locations, as needed.

18.5 Prior to modifying or terminating Services, or revising hours of service delivery at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent of the County, and shall comply with Appendix A, Sample Contract, Paragraph 9.9 - Modifications, as applicable.

## **18.6 SAFETY AND WORKING CONDITIONS**

18.6.1 Contractor shall observe all applicable local, State, and federal health and safety standards. Contractor shall ensure that all

Clients, Contractor employees, and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et. Seq.), are not required or permitted to work, be trained or receive Services under conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

## 18.7 TELEPHONE CALLS

18.7.1 Contractor shall ensure that it provides telephone coverage at all times during the hours of operation (i.e., 8:00 a.m. – 5:00 p.m., Monday through Friday).

18.7.1.1 Staff will answer phone calls in person rather than using a machine or voice mail during normal business hours except:

18.7.1.2 When staff is answering other telephone calls.

18.7.1.3 In rare circumstances when no staff is available to answer telephones

18.7.1.4 Staff will answer phones as quickly as possible, preferably during the first three rings.

18.7.1.5 Staff will answer phones throughout the day during the business week.

18.7.1.6 If necessary, breaks and lunch period will be staggered so staff is available to answer incoming phone calls.

18.7.1.7 Voice mail messaging systems will be used only as a last resort for incoming calls.

18.7.1.8 Contractor shall provide telephone coverage using only Staff or Volunteers (including Ombudsman Representatives) who have been trained in the LTCO Program's confidentiality requirements and have signed the certification as provided in Appendix A, Sample Contract, Sub-paragraph 7.5, Confidentiality.

18.7.1.9 Contractor shall ensure that its Staff or Volunteers who are not Ombudsman Representatives shall only obtain the following information from Clients:

Client's name; phone number; and, general description of Client's complaint (to determine immediacy of Client's need).

18.7.1.10 Contractor's Ombudsman Representatives may assist Client using the training techniques provided by Contractor and OSLTCO.

18.7.2 In the event that a call results in Client leaving a message, Contractor shall adhere to the following provisions:

18.7.2.1 During Contractor's hours of operation, Contractor shall respond to Client within two (2) hours from the time the message is left.

18.7.2.2 During Contractor's non-business hours, Contractor shall utilize its voicemail or answering machine system to capture all phone calls received. Contractor shall provide an outgoing message on its voicemail/answering machine directing callers to the OSLTCO'S CRISISline for assistance during Contractor's non-business hours. Contractor shall adhere to the procedures outlined in this Appendix B, Statement of Work, Paragraph 17.0, Collaborations, during these times if Contractor is unable to directly serve Client.

## **19.0 MULTIPURPOSE SENIOR CENTERS**

19.1 If Contractor operates a Multipurpose Senior Center as defined under Title 42 USC Section 3002, Contractor must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 – 7562.

19.2 If Contractor operates a Multipurpose Senior Center, as noted in Sub-paragraph 19.1 above, Contractor shall comply with the provisions contained in the following acts:

19.2.1 Copeland "Anti-Kickback" Act (18 USC Section 874) (29 CFR Part 3)

19.2.2 Davis-Bacon Act (40 USC Sections 3141-3142) (29 CFR Part 5)

19.2.3 Contract Work Hours and Safety Standard Act (40 USC Sections 327-332) (29 CFR Part 5)



- 19.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR Part 60)
- 19.3 Authorized County, State or Federal representatives shall have the right to monitor Contractor's performance relating to acquisition, alteration, renovation or construction pursuant to this Contract. Said monitoring shall include, but is not limited to, inspections of premises (acquired, altered, renovated or constructed) and interviews with Project Director and Staff during business hours.
- 19.4 Contractor acknowledges that when an existing facility has been altered with Contract Funds available through this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:
  - 19.4.1 Not less than three (3) years from the date the Contract terminates or expires where the amount of this Contract or award of Contract Funds including the non-federal share, does not exceed thirty thousand dollars (\$30,000).
  - 19.4.2 If the amount or award exceeds thirty thousand dollars (\$30,000), the fixed period of time shall not be less than three (3) years from the date the Contract terminates or expires, and increased one (1) year for each additional ten thousand (\$10,000), or part thereof, to a maximum adjustment factor of seventy-five thousand dollars (\$75,000).
  - 19.4.3 For amounts, or award of Contract Funds, exceeding seventy-five thousand dollars (\$75,000), the fixed period of time shall be not less than ten (10) years from the date this Contract expires or terminates.

## **20.0 GREEN INITIATIVES**

- 20.1.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 20.1.2 Contractor shall notify County's Contract Manager of Contractor's new green initiatives prior to the commencement of this Contract.

## **21.0 CONTRACT DOCUMENT DELIVERABLES**

- 21.1 Contractor shall complete and submit to County certain documents, which are specified herein as part of this Contract's deliverables. Upon commencement of this Contract and annually thereafter (or as otherwise



established by County), Contractor shall submit Contract Document Deliverables in the form and manner that is prescribed by County. These deliverables must be complete (with no missing pages) and legible, and shall include:

- 21.1.1 Contract Compliance Documents (as described in this Appendix B, Sub-paragraph 21.3).
  - 21.1.2 Business Forms (as described in this Appendix B, Sub-paragraph 21.4)
  - 21.1.3 Reporting Documents (as described in this Appendix B, Sub-paragraph 21.5)
- 21.2 Contractor's failure to timely submit documents required or requested by County may result in suspension of payments or other remedies as determined by County.

### 21.3 CONTRACT COMPLIANCE DOCUMENTS

21.3.1 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents:

21.3.1.1 Business License: When the local governing authority requires Contractor's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Contractor shall obtain such license to perform the Services outlined in this Contract. The local governing authority may be either the local city government or entities doing business within its city's limits or the County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or designated cities). Contractor shall ensure that the license is current throughout the entire term of this Contract. Contractor shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).

21.3.1.2 Certificate of Insurance: The certificate shall evidence Contractor's compliance with the insurance requirements outlined in Appendix A, Sample Contract, Sub -paragraphs 8.24, General Provisions for all Insurance Coverage and 8.25, Insurance Coverage of this contract.

- 21.3.1.3 Fire Department Inspection Report: For each Service site that Client will visit, Contractor shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Contractor's local fire department and Contractor shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department.

## 21.4 BUSINESS FORMS

- 21.4.1 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms:

- 21.4.1.1 Articles of Incorporation: This document, which evidences the legal formation of Contractor's organization, shall reflect Contractor's current legal name; and, County shall use this document as verification of Contractor's name. In the event there are any amendments or addendums to the articles of incorporation, Contractor shall provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

- 21.4.1.1.1 When Contractor's organization is a local government or a consortium of local governments, Contractor shall provide either a city charter or a joint powers agreement, respectively, in lieu of the articles of incorporation.

- 21.4.2 Board of Director's Resolution: A resolution which provides written evidence to support the delegated authority that Contractor's organization has vested in its Authorized Representative, who will act on behalf of Contractor pursuant to Appendix A, Sample Contract, Paragraph 8.3, Authorization Warranty. Such written evidence shall adhere to the following requirements:

- 21.4.2.1 If Contractor is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g. Board of Supervisors, City Council, etc.) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.
- 21.4.2.2 Contractor's resolution, order, motion or other authorization shall contain the following elements: reference to Appendix A, Sample Contract number; authorize execution of this Contract; identify Contractor's Authorized Representative who will execute the original Contract and any subsequent amendments to this Contract; and, approve and accept Contract Funds (as defined in Appendix A, Sample Contract, Exhibit J (Definitions)). In the event that there is a change in Contractor's Authorized Representative, Contractor shall provide County a revised resolution, order, motion or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.
- 21.4.3 Board of Directors Roster: The roster shall include the individuals who comprise Contractor's Board of Directors. In the event that the roster is updated, Contractor shall provide updated roster to County within five (5) days of it being approved or finalized.
- 21.4.4 By-Laws: This document shall reflect the internal rules which govern Contractor's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. In the event that the bylaws are amended, Contractor shall provide such amendments to County within five (5) days of them being approved.
- 21.4.5 Complaint Policies and Procedures: Contractor's policies and procedures for receiving, investigating and responding to Client

complaints shall be prepared and submitted to County pursuant to the requirements outlined in Appendix A, Sample Contract, Sub-paragraph 8.5 - Complaints.

- 21.4.6 Direct Deposit Authorization Form: Document completed by Contractor for purposes of authorizing payment for Services to be received through direct deposit into Contractor's bank account. County shall provide the form to Contractor upon commencement of Contract.
- 21.4.7 Organization Chart: The chart shall provide an outline of the hierarchy, relationships and relative ranks of Contractor's organizational parts and positions/jobs as it relates to the operations of this Contract. The organizational chart must include:
- 21.4.7.1 All local staff whose salaries are wholly or partly funded by Contract Funds.
- 21.4.7.2 Their titles/roles of the local staff within the Program.
- 21.4.7.3 The number of hours per week charged to the local LTC Ombudsman Program for each position.
- 21.4.7.4 In the event that Contractor revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.
- 21.4.8 Subcontract: An executed third-party agreement (as defined in Appendix A, Sample Contract, Sub-paragraph 8.40, Subcontracting and Exhibit J (Definitions)), and any amendments or addendums thereto, shall be provided to County within five (5) days of the execution of that agreement, amendment and addendum.
- 21.4.9 Tax Exempt Status Letter: Written documentation that is obtained from the Internal Revenue Service, must evidence Contractor's tax exempt status. When Contractor is a non-profit entity, such evidence must reflect Contractor's tax-exempt status. In the event Contractor's tax exempt status changes, Contractor shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.
- 21.4.10 Terms and Conditions of Use-User Agreement: Each employee who will access the Contract Management System – Contractor's Gateway shall complete and submit this

agreement. Additional information is available in Appendix A, Sample Contract, Exhibit R (Contract Management System – Contractor’s Gateway Terms and Conditions of Use).

## 21.5 REPORTING DOCUMENTS

21.5.1 Contractor shall provide to County’s Contract Manager, by the deadline imposed by County, the following Reporting Documents:

21.5.1.1 Cost Allocation Plan: This plan shall adhere to the requirements outlined in this Appendix B, Statement of Work, Sub-paragraph 7.3, Cost Allocation Plan for Cost Reimbursement Activities.

21.5.1.2 Closeout Report: This report shall adhere to the requirements outlined in this Appendix B, Statement of Work, Sub-paragraph 7.4, Closeout Reports.

21.5.1.3 Program Income Statement Report: This report shall adhere to the requirements outlined in this Appendix B, Statement of Work, Sub-paragraph 7.5, Program Income Statement Report.

21.5.1.4 Other Reporting Documents: From time-to-time, County or its designee(s) may request other documents relating to Contractor’s performance, work and/or, Services. County shall not be unreasonable in its request and Contractor shall adhere to County’s request for such documents.

## 22.0 OTHER PROVISIONS

### 22.1 PROGRAM SUPERVISION, MONITORING AND REVIEW

22.1.1 LTCO Program Services hereunder shall be provided by Contractor under the general supervision of County. County shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the LTCO Program Services and the criteria for determining the persons to be served. Contractor agrees to extend to County, to authorized State representatives, and to authorized Federal representatives, the right to review and monitor Contractor’s facilities, programs, records or procedures at the discretion of County, State and Federal representatives.

## 22.2 SOLICITATION VOLUNTARY CONTRIBUTIONS

- 22.2.1 Contractor shall ensure that Clients are not required to contribute to the LTCO Program when they are requesting or receiving Services. Solicitation of voluntary contributions shall not be coercive. Clients shall not be denied LTCO Program Services based on their inability or unwillingness to contribute.
- 22.2.2 Contractor may develop a suggested contribution amount with input from its Governing Board or Advisory Council. The following practices pertaining to voluntary contributions/donations and/or share of costs **are not allowed**:
  - 22.2.2.1 Requests from Clients to assist in the share of cost to the LTCO Program.
  - 22.2.2.2 Tracking donations by accounts receivable.
  - 22.2.2.3 Tracking donations by individual participants.
  - 22.2.2.4 Pamphlets and websites must not state that payment is required for Services or state a monetary amount for Services.
  - 22.2.2.5 Employing tactics, in any way, that could be viewed as embarrassing to Clients and/or obligatory requests for donations.
  - 22.2.2.6 Employing tactics such as allowing volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.
  - 22.2.2.7 At the time of the intake interview, compelling a Client to pledge a particular amount as an agreed upon donation.
  - 22.2.2.8 Using coercion to solicit voluntary contributions.
  - 22.2.2.9 A donation request resembling a billing statement or invoice.
  - 22.2.2.10 Imposing a suggested contribution rate based on Client's income.
- 22.2.3 Contractor shall clearly inform each Client that there is no obligation to contribute, and that any contributions they make are strictly voluntary.

- 22.2.4 Contractor must have a mechanism in place to ensure that the privacy and confidentiality of each Client is protected whether or not they choose to make a contribution.
- 22.2.5 Contractor must establish a procedure for soliciting donations that provides the Client with a confidential method for making donations.
- 22.2.6 Volunteers and/or staff at the sign-in table must be trained on the donation policy, emphasizing the confidential nature of any contributions.
- 22.2.7 Clients contributions received may be used for Services. However, Contractor acknowledges that any contributions will not reduce the Contract amount and shall only be used to supplement, not supplant, Program funds.
- 22.2.8 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site.
- 22.2.9 Contractor shall separate collected contributions from Contract funding. All contributions and fees shall be identified as Program Income and used to increase the number of Clients served, facilitate access, and/or provide supportive services.
- 22.2.10 Contributions on hand at the end of each fiscal year may be retained, and shall be recorded separately from grant-related income.
- 22.2.11 All records of contributions, written procedures governing solicitation of funds, solicitation materials, or other contribution-related records shall be held pursuant to record retention policies outlined in Appendix A, Sample Contract, Sub - paragraph 8.38, Record Retention and Inspection/Audit Settlement.

## **23.0 PROGRAM ASSURANCES**

### **23.1 STATE CERTIFICATION AND CRIMINAL BACKGROUND CLEARANCE**

- 23.1.1 Contractor shall ensure that all Staff and Volunteer Ombudsman Representatives:
  - 23.1.1.1 Receive thirty-six (36) classroom hours of required certification training provided by Contractor using the curriculum developed by OSLTCO for certifying Ombudsman Representatives.

Contractor shall obtain the curriculum from OSLTCO. The training provides instruction relating to Federal, State and local laws, regulations and policies, with respect to LTC Facilities in the State of California, investigative techniques and other matters as OSLTCO determines to be appropriate.

- 23.1.1.2 Complete an internship with an experienced Ombudsman Representative upon completion of the thirty-six (36) hour certification training.
  - 23.1.1.3 Receive twelve (12) hours of continuing education each year as required by State law for recertification.
  - 23.1.1.4 Attend regular meetings conducted by Contractor on a weekly basis and/or by OSLTCO to provide current training and to disseminate information.
  - 23.1.1.5 Carry their Ombudsman certification card whenever visiting Facilities and present it to Facility staff as requested.
- 23.1.2 Contractor shall ensure that its Project Director adheres to the following:
- 23.1.2.1 Obtains certification as an Ombudsman Representative by completing the thirty-six (36) classroom hours of required certification training provided by Contractor using the curriculum developed by OSLTCO for certifying Ombudsman Representatives.
  - 23.1.2.2 Completes an internship with an experienced Ombudsman Representative upon completion of the thirty-six (36) hour certification training.
  - 23.1.2.3 Receives twelve (12) hours of continuing education each year as required by State law for recertification.
  - 23.1.2.4 Completes the New Coordinator Training provided by the OSLTCO.
  - 23.1.2.5 Attends a minimum of two (2) training meetings, annually, as required by OSLTCO.



23.1.3 Contractor's Project Director, Staff and Volunteers shall undergo criminal background clearance from the California Department of Justice and the FBI and fingerprinting as a prerequisite for certification as an Ombudsman Representative. Contractor's Project Director, Staff and Volunteer workforce shall not commence LTCO Program or Contract activities until clearance or a criminal record exemption has been obtained and authorized by the State Department of Social Services.

23.1.4 Contractor shall adhere to all requirements imposed by County, State and Federal agencies for completing the background clearance process for Ombudsman Representatives, including those in this Appendix B, Statement of Work, Sub-paragraph 23.1, State Certification and Criminal Background Clearance, and the Appendix A, Sample Contract, Sub-paragraph 7.4, Background and Security Investigations. Contractor shall complete the following documents, which can be obtained from and submitted to OSLTCO:

23.1.4.1 Criminal Record Statement

23.1.4.2 Requirement for Criminal Background Clearance

23.1.4.3 Request for Live Scan Service

23.1.4.4 Ombudsman Fingerprint Reporting Form

23.1.4.5 Application for Ombudsman Certification

23.1.4.6 Request for Certification of Ombudsman Representatives

23.1.4.7 Decertification of Ombudsman Representatives

23.1.5 Contractor shall not permit inactive Ombudsman Representatives to perform LTCO Program Services for Contractor and shall request decertification from OSLTCO within five business days after the individual leaves the LTCO Program.

## 23.2 MEMORANDUM OF UNDERSTANDING WITH LEGAL SERVICES PROVIDER

23.2.1 Contractor shall enter into a memorandum of understanding (MOU) with an AAA contracted Legal Services Provider (LSP), (which is County's Traditional Legal Assistance (TLA) Program Services Contractor). The MOU will address conflicts of interest of all types, the provision of legal advice, procedures for referral

and other technical assistance. In the event that the AAA contracted LSP is not able to provide all of the required legal elements for the LTCO Program, Contractor may also enter into the MOU with an alternative written arrangement for providing advice and counsel to residents of LTC facilities. Alternative arrangements may include pro bono legal services to Contractor and LTC residents. These legal services are provided at no charge to either the program or the resident.

- 23.2.2 The alternative written arrangement must be preapproved by County AAA Program and Planning Division. In addition, CDA legal counsel may also provide guidance to local program staff as requested through the OSLTCO.
- 23.2.3 The LSP shall work with Contractor and provide advice and legal counsel to Clients. Contractor may use alternate arrangements to obtain legal assistance in addition to its MOU with the AAA contracted LSP. These alternate arrangements may include, but is not limited to, pro bono legal services provided to Clients.
- 23.2.4 The LSP may assist the CDA in providing legal representation when an Ombudsman Representative has been subpoenaed as a witness in a suit or when other legal action is threatened or brought in connection with the performance of the official duties of the Ombudsman Representative.
- 23.2.5 In collaborating with LSP, Contractor shall maintain the confidentiality of all Client files consistent with all applicable laws, as well as Appendix A, Sample Contract, Sub-paragraph 7.5, Confidentiality and Appendix B, Statement of Work, Sub-paragraph 23.7, Confidentiality and Security of Ombudsman Program Data.

### 23.3 CONTRACTOR'S GOVERNING AUTHORITIES

- 23.3.1 Contractor shall have a Governing Board (e.g., board of directors), which will provide ongoing leadership to the LTCO Program, employ LTCO Program Staff and operate the LTCO Program in accordance with County, State and Federal laws, regulations and policies.
- 23.3.2 Contractor's Governing Board shall ensure the provision of adequate administrative and operational resources and assure that policies addressing conflicts of interest are in place.
- 23.3.3 If Contractor's organization is a multi-purpose agency then its Governing Board shall appoint a LTCO Program Advisory

Council. A multi-purpose agency is defined as an organization which provides the LTCO Program Services as one of its several primary business purposes. If Contractor's organization is a single-purpose agency (defined as an agency which provides LTCO Program Services as its only primary business function), Contractor is not required to have a formal Advisory Council since its Governing Board serves this purpose. The Advisory Council will provide advice to Contractor on current and future issues, directions and priorities of the LTCO Program.

- 23.3.3.1 The Advisory Council shall represent the objectives, interests, intent and needs of the LTCO Program, and will provide insight, guidance and input into the LTCO Program oversight process.
- 23.3.3.2 The Advisory Council shall meet regularly to address LTCO Program objectives and ensure that Contractor is meeting its obligations under this Contract.
- 23.3.3.3 The Advisory Council shall include representatives of service agencies within the aging network, community organizations and consumers. Council members should be persons who are concerned about the quality of care and protection of Client rights.
- 23.3.3.4 For the multi-purpose Contractor, the chairperson of the Advisory Council shall serve as a member of Contractor's Governing Board.

#### 23.4 LTCO PROGRAM FUNDING REQUIREMENTS

- 23.4.1 Funds made available under this Contract shall supplement and not supplant any Federal, State or local funds expended by Contractor to provide LTCO Program Services.
- 23.4.2 Contractor shall use the Special Deposit Fund allocation in accordance with policies and procedures established by OSLTCO to support activities for the overall Ombudsman program which may include recruitment and expansion of Staff and Volunteer Ombudsman Representatives and for other LTCO Program tasks defined in Appendix B, Statement of Work, Sub-paragraph 4.4, Supplemental Ombudsman Program Services. These funds shall not be used for activities of any

other programs that do not support the overall Ombudsman program.

## 23.5 CONFLICTS OF INTEREST

- 23.5.1 Contractor's organization, including its officers, Staff, Volunteers, Governing Board members, Advisory Council members and members of their immediate family shall be free of conflicts of interest, shall not have been employed by a LTC facility within 12 months prior to being certified, including, but not limited to, Sub-paragraphs 23.5.2 through 23.5.9 of this Appendix B, Statement of Work.
- 23.5.2 Contractor shall not have direct involvement in the licensing or certification of a LTC Facility or of a provider of a long-term care service.
- 23.5.3 Contractor shall not have an ownership or investment interest (represented by equity, debt or other financial relationship) in a LTC Facility or long-term care service.
- 23.5.4 Contractor shall not be employed by or participate in the management of a LTC Facility.
- 23.5.5 Contractor shall not receive or have the right to receive, directly or indirectly, remuneration (in cash or in-kind) under a compensation arrangement with an owner, operator or any other staff of a LTC Facility.
- 23.5.6 Contractor shall not stand to gain financially from an action, including legal action, or potential action brought on behalf of Clients.
- 23.5.7 Contractor shall not allow members of its Governing Board, Advisory Council or Project Director's immediate supervisor to act as Ombudsman Representatives.
- 23.5.8 Contractor shall not assign Ombudsman Representative to a LTC Facility where the Ombudsman Representative's relatives or close friends reside.

In the event that Contractor's organization is a public or multi-purpose agency, it shall assure that none of its other sponsored programs conflict with the objectives and policies of the LTCO Program, and it must devote adequate resources to meet LTCO Program objectives. Sponsored programs are defined as those business activities that do not have the same or substantially

similar services, goals and objectives as those of the LTCO Program.

## 23.6 LONG-TERM CARE (LTC) FACILITY ACCESS

23.6.1 Contractor shall assure that its Ombudsman Representatives have access to Long-Term Care Facilities and Clients.

23.6.2 Contractor shall ensure that it has appropriate LTC Facility access to review the medical and social records of Clients under the following circumstances:

23.6.2.1 Between the hours of 7:00 a.m. and 10:00 p.m. seven (7) days a week. Authorization from OSLTCO is required for entry outside of these hours.

23.6.2.2 When Client or Client's legal representative consents to said access.

23.6.2.3 When Client is unable to consent to the review and has no legal representative.

23.6.3 Contractor shall obtain authorization from OSLTCO to access records to investigate a complaint:

23.6.3.1 When a legal representative refuses to give permission.

23.6.3.2 When OSLTCO has reasonable cause to believe the legal representative is not acting in the best interests of Client. Contractor shall assure that its Ombudsman Representatives have access to administrative records, policies and documents of LTC Facilities to which Client or the general public has access.

23.6.4 Contractor shall assure that it has access to and, on request, copies of all licensing and certification records maintained by OSLTCO with respect to LTC Facilities.

## 23.7 CONFIDENTIALITY AND SECURITY OF OMBUDSMAN PROGRAM DATA

23.7.1 Contractor shall have written procedures to protect the confidentiality and privacy of Client information collected for LTCO Program purposes in accordance with all applicable laws including 22 CCR Section 7500(b). This includes, but is not

limited to, written procedures that assure that interviews, investigations, office space, telecommunications and e-mails protect the confidentiality of Client and all complaint-related communications and records.

23.7.2 Contractor shall not require a Client to disclose information about the Client's income or resources as a condition for providing LTCO Program Services.

23.7.2.1 Contractor may ask about the Client's financial circumstance if it is part of the process of providing legal advice, counseling and representation, or for the purpose of identifying additional resources and benefits for which the Client may be eligible.

23.7.3 Contractor shall encrypt (or use an equally effective measure) any data collected under Appendix A, Sample Contract that is confidential, sensitive or personal including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants and notebook computers), and/or portable electronic storage media (including, but not limited to, discs, thumb drives, flash drives and portable hard drives).

23.7.4 Contractor shall require all Staff, including paid employees and Volunteers, who have access to confidential files or any other confidential information within the office to sign confidentiality forms prepared and executed consistent with Appendix A, Sample Contract, Sub-paragraph 7.5, Confidentiality.

23.7.5 Complaint information collected and maintained by Contractor, including the identity of Client, shall only be disclosed at the discretion of Contractor with documentation of one (1) of the following:

23.7.5.1 Written consent of Client or his/her legal representative as appointed by the court;

23.7.5.2 Oral consent of Client, documented by Ombudsman Representative at the same time it is granted by the consenter; or

23.7.5.3 When disclosure is ordered by the court.

23.7.6 Contractor shall ensure that its Staff and Volunteers who handle personal, sensitive or confidential information relating to the LTCO Program complete the Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov) within thirty (30) days of

the start date of this Contract or within thirty (30) days of the start date of any new Staff or Volunteer. Contractor shall maintain certificates of completion on file and provide them upon request by County or State representatives.